

LIMITED TRANSFER AGREEMENT

The purpose of this agreement is to guarantee the lifelong welfare of the collie being transferred, stipulate the buyer's rights and obligations, and to maintain the good reputation of the seller. IT IS UNDERSTOOD THAT THIS DOCUMENT REPRESENTS ALL CONDITIONS OF THIS AGREEMENT AND NO FURTHER WARRANTIES, EXPRESS OR IMPLIED, ARE GIVEN BY THE SELLER. All suits and legal actions to enforce this agreement shall be brought forth in Clarion County, Pennsylvania. The laws of Pennsylvania shall apply.

Seller: Storm Yeany, 161 Yeany Lane, Mayport, PA 16240 USA
Kennel 814-365-5210, Home 814-379-3917, www.pacollie.com

Buyer: _____

Dog: Breed: Collie Variety: Rough Color: _____

Name: _____ Sex: _____

Sire: _____ Dam: _____

Date of Transfer: _____ Price: _____ + tax _____ = _____

AKC # _____ DOB: _____

Health guarantee: The seller guarantees that this collie is apparently free from contagious or infectious disease and does not exhibit any signs of congenital or hereditary defect. If within 10 days of transfer this collie is determined by a Vet to be ill to the extent it is unfit for purchase -OR- if within 30 days this collie is determined by a Vet to suffer from a congenital or hereditary defect to the extent it is unfit for purchase; the buyer may exercise one of the following options:

1. Return the collie to seller for a complete refund of the purchase price.
2. Return the collie to seller for a replacement collie of equal value.
3. If the problem is treatable through reasonable Veterinarian procedures, the buyer may retain this collie and receive reimbursement from the seller for fees incurred. Reimbursement shall not exceed the purchase price and shall not include the costs of the initial Veterinary examination/diagnostic fee.

In order to exercise one of the above options, the buyer must provide detailed certification of why this collie is “unfit for purchase” from a licensed Vet. At the request of the seller, the buyer shall produce this collie for examination by the seller’s Vet for a second opinion.

THIS GUARANTEE DOES NOT WARRANT THAT A VETERINARIAN HAS EXAMINED THIS DOG. THE BUYER IS REQUIRED TO HAVE THIS COLLIE EXAMINED BY A VETERINARIAN AS SOON AFTER TRANSFER AS IS FEASIBLE.

Parasites, vaccinations, injury sustained or illness contracted subsequent to the date of transfer are the responsibility of the buyer and are NOT covered by the health guarantee. Health record and health exam/eye check results are supplied to the buyer at this time.

Bite/Testicles: This dog is being transferred as a companion pet and/or obedience/agility prospect, not as a breeding or show dog. Therefore, the seller does not warrant that it will have a correct scissors bite; or, in the case of a male, 2 descended testicles.

Breeding: It is understood that this pet is NOT to be used for breeding purposes. The buyer agrees to have this pet spayed/neutered by 1 year of age or within 6 months of transfer. Written certificate of spay/neuter from the buyers Vet is to be mailed to the seller at that time.

Registration: AKC Limited registration certificate/application will be mailed to the buyer upon receipt of the spay/neuter certificate. “Trillium” must appear in the registered name of this collie.

Resale: If at a later date the buyer is unable or unwilling to continue ownership of this collie, it MUST be returned to the seller with AKC documents. In such event there will be no refund of monies paid. Transfer of this collie to a pet shop or wholesaler is strictly forbidden.

Routine care: Buyer agrees to maintain this collie in an adequate manner, including annual Vet exams, booster shots, food & water, housing, shade, exercise, minimal grooming, license, etc. Buyer will not allow this dog to run at large creating a public health, welfare and safety nuisance.

IF BUYER FAILS TO MEET THESE TERMS, THE SELLER MAY REPOSSESS THIS DOG WITH NO REFUND OF MONIES PAID. IF THE DOG CAN NOT BE RECOVERED, THE BUYER WILL, ON DEMAND, MAKE A DONATION PAYABLE TO COLLIE RESCUE OF WESTERN PA, INC. EQUAL TO THE PURCHASE PRICE OF THIS DOG AS COMPENSATION.

By their signatures, the buyer and seller agree to the terms of this agreement.

Seller: _____ **Date** _____

Buyer: _____ **Date** _____